

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder & Finn, Inc.	National Hotels & Properties Limited

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see copy of contract attached.


5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see copy of contract attached.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Not applicable.

Date of Exhibit B	Name and Title	Signature
8/18/81	Abraham D. Peritz Controller	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AN AGREEMENT made this day of One
Thousand Nine Hundred and Eighty-one by and B E T W E E N
RUDER AND FINN, INC., a corporation organised and existing
under the laws of the State of New York....., U.S.A. with
offices at 110 East 59th Street..... New York (hereinafter
called "R & F") and NATIONAL HOTELS AND PROPERTIES LIMITED
having its offices at 2 King Street, Kingston, Jamaica W.I.,
(hereinafter called NHP).

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U.S. DEPARTMENT
OF COMMERCE
BUREAU OF
ECONOMIC
ANALYSIS
WASHINGTON
D.C.
JAN 10 1982

2. NHP hereby appoints and employs R & F to provide
publicity and public relations services in the United States
of America and Canada. R & F agrees to act diligently and
to the best of its ability and subject to the terms and con-
ditions hereinafter set out.

3. R & F hereby undertakes and agrees with NHP that it
will at all times during the continuance in force of this
Agreement observe and perform the terms and conditions set out
in this Agreement and in particular, that it will:-

A. In addition to the provision of normal public relations
as hereinafter set out, provide public relations
exposure for NHP hotel leasing and/or sale (herein-
after called "divestment") programme. Such activities
are structured to develop a strong corporate image
for NHP through media exposure for group executives
and sales staff.

B. (i) Support marketing goals through a steady flow of
information (press releases, feature articles, back-
grounders) to travel, trade and consumer press and
electronic media.

(ii) Prepare feature stories on individual properties geared
to interest of different consumer groups.

- (iii) Publicize the group's expansion and facilities in North America as well as staff changes and appointment.
- (iv) Publicize special packages and charter programmes to trade and consumer press.
- (v) Attend major trade shows and guarantee maximum press exposure for NHP at these events.
- (vi) Arrange and publicize special promotions.
- (vii) Arrange speaking engagements for executive staff.
- (viii) Develop programmes aimed at designated special interest markets.
- (ix) Accomplish public relations objectives through planned use of print and electronic media.

4. R & F shall provide adequate and suitable personnel at its offices in order to fulfill its obligations under this Agreement.

5. Notwithstanding the services provided for in this Agreement to be rendered by R & F, NHP may require R & F to carry out services other than those specified in this Agreement provided they fall within the general scope hereof.

6. R & F shall submit to NHP progress reports in writing within twenty-one (21) days of the end of every three (3) months in relation to activities undertaken in respect of the work of R & F relating to NHP. R & F shall also make such interim special reports as NHP may from time to time request on behalf of any of the agencies. R & F shall maintain proper books of account in respect of the work done under this Agreement and make same available upon request for inspection by any duly authorised representative of NHP.

7.

(a) In consideration for the services to be performed by R & F under this Agreement NHP shall provide R & F with a gross budget in the amount of FOUR HUNDRED THOUSAND ^{forty-five} UNITED STATES DOLLARS (US\$~~400,000.00~~^{445,000.00}). *YHJ CS*

(b) Such budget shall be inclusive of all expenditures to be incurred by R & F in carrying out its services both overseas and in Jamaica, and shall be divided into two parts, Schedule A and Schedule B.

(c) Upon NHP advising R & F of the budget sum so provided, R & F shall after consultation and mutual agreement with NHP provide NHP with a detailed statement broken down into Schedule A and Schedule B showing the headings under which the totals in each section will be expended.

(d) (i) Schedule A shall consist of the total fees to be paid to R & F under both the normal and divestment programmes and shall include inter alia R & F fees, salaries of staff assigned to the account and overheads;

(ii) Payments under schedule A should be made as follows:-

Divestment Programme

(a) US\$30,000 on the 1st April, 1981 (to April and May).

(b) US \$15,000 payable monthly from the 1st June 1981 for a period of ten months.

-6-

Normal Programme

\$15,000 per month from the 1st May, 1981 for a period of eleven months.

- (a) (i) Schedule B shall consist of all expenditure incurred or to be incurred in the provision of the services agreed upon hereunder and shall be exclusive of fees provided for in Schedule A.
- (ii) Payments under Schedule B shall be made only upon R & F rendering to NHP as soon as possible after the end of each month a detailed account fully supported by vouchers;
- (iii) As soon as practicable after the 1st April 1981 NHP will set up and provide R & F with an imprest of US \$15,000 of the Schedule B budget of which \$10,000 shall cover advances made by R & F under Schedule B for the Divestment Programme and \$5,000 shall cover advances made by R & F for the Normal Public Relations Programme.

- (F) No expenses in excess of the budgeted amount of ONE HUNDRED THOUSAND US DOLLARS (US\$100,000) shall be incurred by R & F without the prior written approval of NHP and if such approval is granted the budgeted amount shall be adjusted accordingly.

8. This Agreement shall be deemed to have been made in Jamaica and the construction validity and performance of this Agreement shall be governed in all respects by Jamaican Law.

9. This Agreement embodies the entire understanding of the parties and there are no promises, terms, conditions or obligations oral or written expressed or implied other than those contained

herein, and nothing contained herein shall be construed to embody any agency, partnership, joint venture or similar relationship between the parties hereto who are independent contractors.

10. This Agreement is subject to the approval of the Exchange Control Department of the Bank of Jamaica.

11. If any controversy, disagreement or dispute should arise between the parties in the performance, interpretation and application of this Agreement, either party may serve upon the other, a written notice stating that such party desires to have the controversy, disagreement or dispute reviewed by a sole arbitrator if the parties can agree upon one, naming a person whom such party has designated to act as arbitrator. Within fifteen (15) days after receipt of such notice, if a single arbitrator has not been agreed upon in writing, the other party shall designate a person to act as an arbitrator and shall notify the party requesting arbitration of such designation and the name of the person so designated. The two (2) arbitrators designated as aforesaid shall promptly select a third arbitrator, and if they are not able to agree on a third person as the third arbitrator then either arbitrator, on five (5) day's written notice to the other, or both arbitrators, shall apply to the President of the Jamaican Bar Association to designate and appoint such third arbitrator. If the party on which such written request for arbitration is served shall fail to designate its arbitrator within fifteen (15) days after receipt of such notice, then the arbitrator designated by the party requesting arbitration shall act as the sole arbitrator to resolve the controversy, disagreement or dispute. The decision and award of such sole arbitrator or the award of a majority of the arbitrators, shall be binding upon both parties. In all other respects the arbitration

shall be subject to the Arbitration Act of Jamaica. Arbitration pursuant to this Clause shall be a condition precedent to litigation in the Courts. Any arbitration pursuant to this Clause shall take place in Kingston, Jamaica and the expenses thereof shall be borne by the unsuccessful party in such arbitration.

12. This Agreement shall be deemed to have commenced on the 1st day of April, 1931 and shall be valid for a period of twelve (12) months from that date subject to the provisions as to determination hereinafter contained. During this period the Agreement may be terminated by either side after giving one (1) month's written notice.

13. In the event of the termination of the Agreement by such written notice, NHP shall have the right as from the date of the notice of termination to request R & F not to expend on account of NHP between the date of such notice and the date of termination any sum not irrevocably committed to expenditure nor during such period to incur any liability on account of NHP and R & F shall comply with any such request and any saving hereby effected shall be for the benefit of NHP. In the event that R & F does not comply with such request any such expenditure or liability shall be the sole liability of R & F.

14. R & F has the option to renegotiate a contract with NHP before the date for termination of this contract is reached.

15. Without prejudice to any other remedies NHP may have against R & F, NHP shall have the right at anytime by written notice to R & F to terminate this Agreement forthwith in any of the following events, namely if R & F:-

- (a) commits a breach of any of the terms or conditions of this Agreement.

(b) enters into liquidation whether compulsorily or voluntarily or is adjudicated bankrupt or compounds with its creditors or takes or suffers any similar action in consequence of debt;

(c) acts in a manner which in the opinion of NHP is prejudicial to NHP.

16. R & F shall maintain adequate bonding or insurance coverage with a reputable company to cover its liability under this contract.

17. All notices to be sent hereunder, any request demands or other communications shall be done by registered mail to addresses set forth below:-

RUDER AND FINN, INC.,

110 EAST 59th STREET

New York, N.Y. 10022

U.S.A.

NATIONAL HOTELS & PROPERTIES LIMITED

2 KING STREET

KINGSTON, JAMAICA W.I.

or such other address as may be advised by the respective parties in writing.

18. National Hotels and Properties agrees to indemnify and hold harmless Ruder & Finn against any claims, which may be asserted against it and against legal fees and disbursements in connection therewith arising out of the publication, distribution and dissemination of information by Ruder & Finn provided by or on behalf of the client or arising out of any acts undertaken by Ruder & Finn on behalf of the client in the performance of services covered in this Agreement; PROVIDED however that NHP

shall not be liable for any costs, claims or demands whatsoever arising out of or resultant upon the negligence of R & F its employees servants or agents.

SCHEDULE A

FEES

Normal Public Relations	US \$165,000	
Divestment Public Relations	US \$180,000	345,000
Covers - Salaries		
Overheads		
Creative Fees		
All other fees		

SCHEDULE B

EXPENSES

Travel)	US \$100,000	
Communications)		
Miscellaneous			
Broken down as follows:-			
Normal Public Relations		US \$ 20,000	
Divestment Public Relations		US \$ 80,000	100,000
		TOTAL SUM.....US \$445,000	

AS WITNESS the hand of the Parties hereto the day and year first hereinbefore written:

SIGNED on behalf of
NATIONAL HOTELS AND PROPERTIES LIMITED)
By:)
In the presence of: *Henry*)

C. R. Rodney

SIGNED on behalf of RUDER & FINN, INC.,)
By:)
In the presence of:)

Abraham P. Finn

[Signature]

DATED the day of 1981.

B E T W E E N

NATIONAL HOTELS AND PROPERTIES

LIMITED

and

RUDER & FINN, INC.

PUBLIC RELATIONS SERVICE
AGREEMENT

MYERS, FLETCHER & GORDON
MANTON & HART
ATTORNEYS-AT-LAW
21 EAST STREET
KINGSTON